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April 9, 2021

**VIA ECF**

Hon. Gabriel W. Gorenstein  
United States District Court  
Southern District of New York  
500 Pearl Street, Courtroom 6B  
New York, New York 10007-1312

**Re:** *Cimontubo – Tubagens e Soldadura Lda. v. Petroleos de Venezuela, S.A. et ano.*, 20 Civ.  
5382 (GBD) (GWG)

Dear Judge Gorenstein:

This firm represents the plaintiff Cimontubo – Tubagens e Soldadura Lda. (“Cimontubo”) in the referenced action. I write in response to Your Honor’s request for calculation of the daily amount of pre-judgment interest Cimontubo is claiming following Judge Daniel’s March 4, 2021 Memorandum Decision and Order granting Cimontubo summary judgment.

For the Court’s convenience I am annexing a copy of the calculation table that was submitted as Exhibit 1 to my declaration that accompanied Cimontubo’s April 2, 2021 submission (Dkt. 48). To ensure accuracy, we performed the calculation two ways: (1) for each line, we divided column 6 (interest from due date to April 2, 2021) by column 5, and then added the sum of each line’s results; and (2) we added up the numbers in column 4 (total due at due date), then multiplied by 8.5% and divided by 365. Both calculations yielded the same number: \$9,072.21.

That number should be the same for both pre-judgment and post-judgment interest. As we explained in our Memorandum filed last week (Dkt. 49), under § 4.02(a) of the Note Agreement, when the 8.5% rate applies, it applies both after and before judgment.

Thank you for the Court’s attention to this matter.

Very truly yours,

/s/ Stuart Riback  
Stuart M. Riback

# EXHIBIT 1

*Cimontubo v. PDVSA:*

Amount due on Note through 4/2/2019

Due date of payment	Principal due	Interest on due date*	Total due at due date	Days from due date to 4/2/2021	Interest at 8.5% from due date to 4/2/2021	Total due at 4/2/2021
12/22/17						
03/22/18	\$4,465,078.93	\$572,508.75	\$5,037,587.68	1,107	\$1,298,662.50	\$6,336,250.18
06/22/18	\$4,465,078.93	\$669,639.51	\$5,134,718.44	1,015	\$1,213,692.69	\$6,348,411.13
09/22/18	\$4,465,078.93	\$573,976.73	\$5,039,055.66	923	\$1,083,120.85	\$6,122,176.51
12/22/18	\$4,465,078.93	\$473,114.86	\$4,938,193.79	832	\$956,791.96	\$5,894,985.75
03/22/19	\$4,465,078.93	\$374,332.65	\$4,839,411.58	742	\$836,223.80	\$5,675,635.38
06/22/19	\$4,465,078.93	\$286,988.36	\$4,752,067.29	650	\$719,319.78	\$5,471,387.07
09/22/19	\$4,465,078.93	\$191,325.57	\$4,656,404.50	558	\$605,077.44	\$5,261,481.94
11/13/19†	\$4,465,078.93	\$94,622.97	\$4,559,701.90	506	\$537,295.28	\$5,096,997.18
<b>Total Due</b>						<b>\$46,207,325.15</b>

\* Per § 2.04(a) of the Note Agreement, upon any nonpayment of principal or interest, all outstanding amounts are subject to an 8.5% interest rate. Therefore, the interest shown is at 6.5% for the 3/22/2018 payment (as reflected in Exhibit A to the Note), and thereafter, the interest amount for all payments is calculated at 8.5%. The amount was calculated by multiplying the amount shown in Exhibit A by 8.5/6.5.

† This is the accelerated due date upon default.